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Wilmington Savings Fund Society, FSB, D/B/A,
Christiana Trust as Trustee of the Residential
Credit Opportunities Trust Series 2015-1,
its successors and assigns

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA-OAKLAND DIVISION

In Re:

JOHN D. DENNIS and
BARBARA A. DENNIS

Debtors.

) CASE NO.: 12-57746

) CHAPTER 13

) REF.: MRG-1

) **SUPPLEMENTAL DECLARATION**
) **OF RON C. MCMAHAN IN REPLY**
) **TO DEBTOR's FURTHER**
) **OPPOSITION TO WILMINGTON**
) **SAVINGS FUND SOCIETY, FSB,**
) **D/B/A,CHRISTIANA TRUST AS**
) **TRUSTEE OF THE RESIDENTIAL**
) **CREDIT OPPORTUNITIES TRUST**
) **SERIES 2015-1's MOTION FOR**
) **RELIEF FROM THE AUTOMATIC**
) **STAY**

) DATE: 12.7.16

) TIME: 11:30 AM

) CTRM: Suite 214

) PLACE: United States Bankruptcy Court
1000 S. Main Street, #214
Salinas, CA 93901

) Honorable Hannah L. Blumenstiel

1 I, Ron C. McMahan declare:

2 1. I am the Trust Administrator for Movant Wilmington Savings Fund Society, FSB,
3 D/B/A, Christiana Trust as Trustee of the Residential Credit Opportunities Trust Series 2015-
4 1 (“**Movant**”).

5 2. I make this declaration based upon the facts testified herein, all of which are in my
6 personal knowledge, unless stated upon information and belief. As to the statements made
7 upon information and belief, I believe them to be true. If called as a witness, I could and
8 would competently testify thereto.

9 3. I am personally familiar with the books, records and files of Movant that pertain to
10 loans and extensions of credit given to Debtor BARBARA A. DENNIS (hereinafter referred
11 to jointly as the “**Debtors**”) concerning the property commonly known as 1628 Hilby
12 Avenue, Seaside, CA 93955-6105 (the “**Property**”). I have personally worked on books,
13 records and files, and as to the following facts, I know them to be true of my own knowledge
14 or I have gained knowledge of them from the business records of Movant on behalf of
15 Movant, which were made at or about the time of the events recorded, and which are
16 maintained in the ordinary course of Movant’s business at or near the time of the acts,
17 conditions or events to which they relate. Any such document was prepared in the ordinary
18 course of business of Movant by a person who had personal knowledge of the event being
19 recorded and had or has a business duty to record accurately such event. The business
20 records are available for inspection and copies can be submitted to the Court if required.

21 4. On November 13, 2009 Debtors executed a Home Affordable Modification
22 Agreement to amend and supplement the Deed of Trust of the Property and the Note secured
23 by the Deed of Trust (“**Loan Modification Agreement**”).

24 5. Paragraph 3(c) of the Loan Modification Agreement provides that payment schedule
25 of the modified loan would be as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estiamted Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payment

1-5	2.00%	11/01/2009	\$1,223.85	\$277.31* May adjust periodically	\$1,501.16 May adjust periodically	12/01/09	60
6	3.00%	11/01/2014	\$1,421.83	May adjust periodically	May adjust periodically	12/01/2014	12
7	4.00%	11/01/2015	\$1,630.81	May adjust periodically	May adjust periodically	12/01/2015	12
8-40	5.00%	11/01/2016	\$1,849.09	May adjust periodically	May adjust periodically	12/01/2016	396

6. On October 26, 2012, Debtors filed a petition under Chapter 13 of the United States Bankruptcy Code (the “**Instant Petition**”).

7. On January 8, 2015, Debtors were sent an annual escrow account disclosure statement which provided the mortgage payment effective March 1, 2015 would increase to \$1,693.26 (the “**Escrow Statement**”). A true and correct copy of the Escrow Statement is attached hereto as Exhibit “1”.

8. Movant’s loan is due for the January 1, 2016 payment and all subsequent payments as follows:

12/1/14-2/1/15	3 late charges @ \$85.31	=	\$255.93
4/1/15	1 late charge @ \$85.31	=	\$85.31
7/1/15	1 late charge @ \$85.31	=	\$85.31
9/1/15	1 late charge @ 85.31	=	\$85.31
10/1/15-11/1/15	2 late charges @ \$85.31	=	\$170.62
01/01/16-12/1/16	12 payments @ \$1,903.24	=	\$22,838.88
12/1/15	1 late charge @ \$97.85	=	\$97.85
12/2/15	Corporate Advance @ \$1,326.00	=	\$1,326.50
12/2/15	Escrow Advance @ \$4,738.43	=	\$4,738.43
12/2/15	Corporate Advance @ \$171.00	=	\$171.00
6/1/16	Reserve Balance	=	(\$1,080.71)
6/1/16	Attorney Fees and Costs	=	\$1,026.00
Total Post-Petition Default		=	\$29,800.43

9. The Debtors’ confirmed Chapter 13 Plan provides for ongoing monthly payments to

1 Movant. However, Movant's loan is due for twelve (12) post-petition mortgage payments.

2 10. The total owed to Movant is no less than approximately \$491,774.66.

3 11. Debtors filed further opposition to Movant's Motion for Relief from Stay on
4 December 5, 2016, two (2) days before the hearing date.

5 12. In Debtors Opposition, Debtors assert that Movant has not applied any payments
6 received in 2016 (the "**Account Statement**"). Attached to Debtors' Opposition are ten (10)
7 payments. Each payment is reflected on the Account Statement attached hereto. Pursuant to
8 Local Bankruptcy Rule 4001-1 (g)(1), a true and correct copy of an Account Statement
9 outlining unpaid post-petition obligations is attached hereto as Exhibit "2" and incorporated
10 herein by reference.

11 13. Movant does not dispute that Debtors tendered a payment in the amount of \$1,478.09
12 on October 8, 2016. This payment is reflected in the Account Statement attached and is
13 reflected in the reinstatement figures above.

14 14. Each payment received the amount of \$1,478.09 has been short, as is reflected on the
15 Account Statement attached hereto.

16 15. Movant has continuously contacted Debtors' Counsel to resolve the post-petition
17 default by Adequate Protection Order and Debtors' Counsel did not respond to enter into and
18 Adequate Protection Order.

19 16. Movant seeks relief from stay herein to proceed with its non-bankruptcy remedies
20 including, but not limited to, continuing its efforts to foreclosure upon the Property, obtaining
21 possession of and selling the Property.

22 I declare under penalty of perjury under the laws of the United States of America that
23 the foregoing is true and correct and executed this 6th day of December, 2016 at
24 Seal Beach, California.


25
26 
27 Ron C. McMahan, Trust Administrator

EXHIBIT “1”

**ANNUAL ESCROW ACCOUNT
DISCLOSURE STATEMENT**

LOAN NUMBER: REDACTED

DATE: January 8, 2015

REDACTED

BARBARA A DENNIS
1628 HILBY AVE
SEASIDE CA 93955-6105

	Previous Payment	New Payment Effective 03/01/15
PRINCIPAL AND INTEREST	\$1,223.85	1,421.83
ESCROW	\$344.88	271.43
TOTAL PAYMENT	\$1,568.73	1,693.26

CUSTOMER SERVICE 877-735-3637

COMING YEAR ESCROW PROJECTION

The purpose of the Coming Year Escrow Projection is to determine the lowest balance "Low Point" to which your escrow account will decline over the upcoming year. The purpose of the Low Balance Summary is to compare the projected and allowable low point amounts. If the projected low point is greater than the allowable low point (*), there is a surplus. If the surplus is \$50.00 or greater, it will be automatically refunded to you(**). If the surplus is less than \$50.00, we have lowered your payment accordingly. If the projected low point is less than the allowable low point(*), there is a shortage and/or deficiency which will be recovered by an adjustment to your monthly payment over a specified number of months. The adjustment amount(s) appears in the Low Balance Summary and New Payment Information.

ANTICIPATED ESCROW DISBURSEMENT		MONTH	PAYMENTS TO ESCROW	DESCRIPTION	PAYMENTS FROM ESCROW	CUR BAL PROJECTION	REQ BAL PROJECTION
COUNTY TAX	2,578.20			BEGINNING BALANCE		-22.99	1,560.53
HAZARD INS	678.99	03/15	271.43	CNTY UE/2S 1	1,289.10	-1,040.66	542.86 *
		04/15	271.43		.00	-769.23	814.29
		05/15	271.43		.00	-497.80	1,085.72
		06/15	271.43		.00	-226.37	1,357.15
		07/15	271.43		.00	45.06	1,628.58
TOTAL DISBURSEMENTS DIVIDED BY 12 MONTHS	3,257.19	08/15	271.43		.00	316.49	1,900.01
		09/15	271.43	HOME INS	678.99	-91.07	1,492.45
		10/15	271.43		.00	180.36	1,763.88
MONTHLY ESCROW DEPOSIT	271.43	11/15	271.43	CNTYUE/1S 1S	1,289.10	-837.31	746.21
		12/15	271.43		.00	-565.88	1,017.64
		01/16	271.43		.00	-294.45	1,289.07
		02/16	271.43		.00	-23.02	1,560.50
LOW BALANCE SUMMARY		TOTAL	3,257.16		3,257.19		
PROJECTED LOW POINT	-1,040.66						
ALLOWABLE LOW POINT	542.86						
SURPLUS	520.69						

The cushion allowed by federal law (RESPA) is two times your monthly escrow payment (excluding MIP/PMI), unless state law specifies a lower amount.

IMPORTANT MESSAGES

REDACTED

PLEASE RETURN LOWER PORTION WITH YOUR PAYMENT AND KEEP THE TOP PORTION FOR YOUR RECORDS

INTERNET REPRINT

SELENE[®]
FINANCE

BARBARA A DENNIS

****ESCROW SURPLUS**

Your analysis has determined a surplus exists in your account however, our records indicate that as of the date of this analysis your monthly mortgage payment(s) is past due. Please contact our office regarding the surplus at 877-735-3637.

LOAN NUMBER
REDACTED
SURPLUS AMOUNT
\$520.69

ESCROW ACCOUNT HISTORY

Loan Number: REDACTED

Date: January 8, 2015

- ◆ This statement itemizes your actual escrow account transactions since your previous analysis statement or initial disclosure. The projections from your previous escrow analysis are to the left of the actual payments, disbursements and escrow balance. By comparing the actual escrow payments to the previous projections listed, you can determine where a difference may have occurred.
- ◆ An asterisk (*) indicates a difference from the projected activity in either the amount or date.
- ◆ When applicable, the letter "E" beside an amount indicates that a payment or disbursement has not yet occurred but is estimated to occur as shown.
- ◆ Your projected low point may or may not have been reached based on one or more of the following factors:

PAYMENT(S)

- Monthly payment(s) received earlier OR later than expected
- Monthly payment(s) received were less than OR greater than expected
- Previous overage was returned to escrow
- Previous shortage not paid entirely

TAXES

- Tax rate and/or assessed value changed
- Exemption status lost or changed
- Supplemental/Delinquent tax paid
- Tax bill paid earlier OR later than expected
- Tax installment not paid
- Tax refund received
- New tax escrow requirement paid

INSURANCE

- Premium changed
- Coverage changed
- Additional premium paid
- Insurance bill paid earlier OR later than expected
- Premium was not paid
- Premium refund received
- New insurance escrow requirement paid
- Lender placed insurance premium paid

MONTH	PAYMENTS TO ESCROW		DISBURSEMENTS FROM ESCROW		DESCRIPTION	ESCROW BALANCE	
	PROJECTED	ACTUAL	PROJECTED	ACTUAL		PROJECTED	ACTUAL
					BEGINNING BALANCE	.00	-4,607.62
08/14		689.76*				.00<	-3,917.86
09/14		344.88*		678.99*	HOME INS	.00	-4,251.97
11/14		344.88*		1,289.10*	CNTYUE/1S 1S	.00	-5,196.19<
12/14		344.88*				.00	-4,851.31
01/15		4,483.44* E		E		.00	-367.87
02/15		344.88* E		E		.00	-22.99

Under Federal Law (RESPA) the lowest monthly balance in your escrow account should not exceed \$0.00 or 1/6th of the total anticipated annual disbursement from your escrow account, unless your mortgage documents or state law specifies a lower amount. When your escrow balance reaches its lowest point during the account cycle, that balance is targeted to be your cushion amount. Under the Mortgage Contract or State or Federal Law, the targeted low point in your escrow account is \$0.00 and the actual low point balance was -\$5,196.19; the amount is indicated with an arrow (<).

EXHIBIT “2”

Due Date	Amount Due	Date Paid	Amount Paid	Suspense	Notes
11/1/2012	\$1,223.85	11/7/2012	\$1,496.28	\$272.43	
12/1/2012	\$1,223.85	12/31/2012	\$1,478.09	\$526.67	
1/1/2013	\$1,223.85	1/8/2013	\$1,478.09	\$780.91	
2/1/2013	\$1,568.73	2/7/2013	\$1,478.09	\$690.27	Payment Short \$90.64
3/1/2013	\$1,568.73	3/6/2013	\$1,478.09	\$599.63	Payment Short \$90.64
					No payments received 4/1/13, 5/1/13, 6/1/13, 7/1/13
4/1/2013	\$1,568.73	8/6/2013	\$1,478.09	\$508.99	Payment Short \$90.64
5/1/2013	\$1,568.73	9/9/2013	\$1,478.09	\$418.35	Payment Short \$90.64
6/1/2013	\$1,568.73	10/7/2013	\$1,478.09	\$327.71	Payment Short \$90.64
7/1/2013	\$1,568.73	11/11/2013	\$1,478.09	\$237.07	Payment Short \$90.64
8/1/2013	\$1,568.73	12/9/2013	\$1,478.09	\$146.43	Payment Short \$90.64
9/1/2013	\$1,568.73	1/9/2014	\$1,478.09	\$55.79	Payment Short \$90.64
		2/10/2014	\$1,478.09	\$1,533.88	Payment Short \$90.64, Suspense funds not sufficient to complete full payment, applied to suspense
10/1/2013	\$1,568.73	3/11/2014	\$1,478.09	\$1,443.24	Payment Short \$90.64
11/1/2013	\$1,568.73	4/10/2014	\$1,478.09	\$1,352.60	Payment Short \$90.64
12/1/2013	\$1,568.73	5/9/2014	\$1,478.09	\$1,261.96	Payment Short \$90.64
		6/19/2014	\$1,478.09	\$1,261.96	Payment received, and rev. on 6/25/14 due to Non- Sufficient Funds
1/1/2014	\$1,568.73	7/11/2014	\$1,478.09	\$1,171.32	Payment Short \$90.64
2/1/2014	\$1,568.73	8/11/2014	\$1,478.09	\$1,080.68	Payment Short \$90.64
3/1/2014	\$1,568.73	9/9/2014	\$1,478.09	\$899.40	Payment Short \$90.64
		10/10/2014	\$1,478.09	\$899.40	Payment received and rev. on 10/24/14 due to Non-Sufficient Funds
4/1/2014	\$1,568.73	11/10/2014	\$1,478.09	\$899.40	Payment Short \$90.64

5/1/2014	\$1,568.73	12/9/2014	\$1,478.09	\$808.76	Payment Short \$90.64
6/1/2014	\$1,568.73	1/12/2015	\$1,478.09	\$718.12	Payment Short \$90.64
7/1/2014	\$1,568.73	2/9/2015	\$1,478.09	\$627.48	Payment Short \$90.64
8/1/2014	\$1,568.73	3/10/2015	\$1,478.09	\$536.84	Payment Short \$90.64
9/1/2014	\$1,568.73	5/10/2015	\$1,478.09	\$446.20	Payment Short \$90.64
10/1/2014	\$1,568.73	6/12/2015	\$1,478.09	\$355.56	Payment Short \$90.64
11/1/2014	\$1,568.73	7/13/2015	\$1,478.09	\$264.92	Payment Short \$90.64
12/1/2014	\$1,693.26	8/17/2015	\$1,478.09	\$49.75	Payment Short \$215.17
					No Payments Received 9/1/15, 10/1/15, 11/1/15, or 12/1/15
		1/1/2016	\$1,478.09	\$1,527.84	Payment Short \$215.17, applied to suspense account
1/1/2015	\$1,693.26	1/1/2016	\$1,478.09	\$1,312.67	Payment Short \$215.17
2/1/2015	\$1,693.26	1/1/2016	\$1,478.09	\$1,097.50	Payment Short \$215.17
3/1/2015	\$1,693.26	1/1/2016	\$1,478.09	\$882.33	Payment Short \$215.17
4/1/2015	\$1,693.26	1/22/2016	\$1,478.09	\$667.16	Payment Short \$215.17
5/1/2015	\$1,693.26	2/16/2016	\$1,478.09	\$451.99	Payment Short \$215.17
6/1/2015	\$1,693.26	3/23/2016	\$1,478.09	\$236.82	Payment Short \$215.17
7/1/2015	\$1,693.26	4/14/2016	\$1,478.09	\$21.65	Payment Short \$215.17
	\$1,693.26	5/12/2016	\$1,478.09	\$1,499.74	Payment Short \$215.17, applied to suspense account
8/1/2015	\$1,693.26	6/14/2016	\$1,478.09	\$1,284.57	Payment Short \$215.17
9/1/2015	\$1,693.26	7/14/2016	\$1,478.09	\$1,069.40	Payment Short \$215.17
10/1/2015	\$1,693.26	8/14/2016	\$1,478.09	\$854.23	Payment Short \$215.17
11/1/2015	\$1,693.26	9/27/2016	\$1,478.09	\$639.06	Payment Short \$215.17
12/1/2015	\$1,903.24	10/21/2016	\$1,478.09	\$213.91	Payment Short \$425.15
1/1/2016	\$1,903.24				
2/1/2016	\$1,903.24				
3/1/2016	\$1,903.24				
4/1/2016	\$1,903.24				

5/1/2016	\$1,903.24				
6/1/2016	\$1,903.24				
7/1/2016	\$1,903.24				
8/1/2016	\$1,903.24				
9/1/2016	\$1,903.24				
10/1/2016	\$1,903.24				
11/1/2016	\$1,903.24				
12/1/2016	\$1,903.24				

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Jennifer R. Bergh, Esq. (SBN 305219)
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Attorney for Movant
Wilmington Savings Fund Society, FSB, d/b/a
Christiana Trust, as Trustee of the Residential
Credit Opportunities Trust Series 2015-1 its
Successors and assigns

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION

In Re:)	CASE NO.: 12-57746
)	
John D. Dennis aka John Durwood Dennis aka)	CHAPTER 13
John D. Dennis, Jr. and Barbara A. Dennis aka)	
Barbara Ann Dennis aka Barbara Dennis,)	CERTIFICATE OF SERVICE
)	
Debtors.)	
)	Honorable Hannah L. Blumenstiel
)	
)	Property: 1628 Hilby Ave., Seaside,
)	CA 93955
)	
)	

CERTIFICATE OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of
eighteen and not a party to the within action. My business address is: 5120 E. LaPalma Ave.,
Ste. 206, Anaheim, CA 92807.

I am readily familiar with the business's practice for collection and processing of correspondence for mailing with FedEx Shipping Service; such correspondence would be deposited with FedEx the same day of deposit in the ordinary course of business.

On December 6, 2016 I served the following documents described as:

- SUPPLEMENTAL DECLARATION OF RON C. MCMAHAN IN REPLY TO DEBTOR'S FURTHER OPPOSITION TO WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS TRUSTEE OF THE RESIDENTIAL CREDIT OPPORTUNITIES TRUST SERIES 2015-1'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

on the interested parties in this action by placing a true and correct copy thereof in a sealed envelope addressed as follows:

(Via FedEx Overnight)

Debtor John D. Dennis 1628 Hilby Ave Seaside, CA 93955	Chapter 7 Trustee Devin Derham-Burk P.O. Box 50013 San Jose, CA 95150-0013
Joint Debtor Barbara A. Dennis 1628 Hilby Ave Seaside, CA 93955	US Trustee Office of the U.S. Trustee / SJ U.S. Federal Bldg. 280 S 1st St. #268 San Jose, CA 95113-3004
Debtor's Counsel Ralph P. Guenther Dougherty and Guenther 601 S Main St. Salinas, CA 93901	Judge Honorable Hannah L. Blumenstiel PO Box 36099 San Francisco, CA 94120

xx (By Overnight FedEx) At my business address, I placed such envelope for deposit with FedEx Shipping Services by placing them for collection and mailing on that date following ordinary business practices.

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1 _____ Via Electronic Mail pursuant to the requirements of the Local Bankruptcy Rules of the
2 Eastern District of California

3 xx (Federal) I declare under penalty of perjury under the laws of the United States of
4 America that the foregoing is true and correct.

5 Executed on December 6, 2016 at Anaheim, California

6 /s/ Jeremy Romero
7 Jeremy Romero
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